

RECORDATION REQUESTED BY:  
UNION PLANTERS BANK, NATIONAL ASSOCIATION  
Headquarters Branch  
6200 Poplar Avenue  
Memphis, TN 38119

BK 1562 PG 0403

11304013E

STATE MS. - DESOTO CO.

SEP 13 2 17 PM '02

BK 1562 PG 403  
W.E. DAVIS JR. CLK.

WHEN RECORDED MAIL TO:  
Union Planters Bank, National Association  
728 Melrose Avenue  
Nashville, TN 37211

SEND TAX NOTICES TO:  
Donald R. Tarver  
11750 Highway 178  
Olive Branch, MS 38654

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

Union Planters Bank, N.A.  
728 Melrose Avenue  
Nashville, TN 37211

NOTE TO CHANCERY CLERK:

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 16, 2002, is made and executed between Donald R. Tarver, whose address is 11750 Highway 178, Olive Branch, MS 38654; A Single Person ("Grantor") and UNION PLANTERS BANK, NATIONAL ASSOCIATION; Headquarters Branch; 6200 Poplar Avenue; Memphis, TN 38119 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated September 1, 2002 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

Recorded in the Register's Office of DeSoto County in Book 1253 at Page 0532.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DeSoto County, State of Mississippi:

See Attached Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 11750 Highway 178, Olive Branch, MS 38654.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

Extend Maturity date to 8-16-2012, Increase Principal to \$125,000.

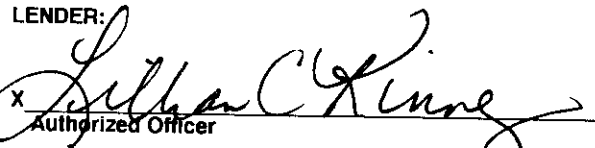
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED AUGUST 16, 2002.

GRANTOR:

x   
Donald R. Tarver, Individually

LENDER:

x   
Authorized Officer

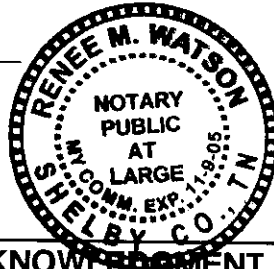
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Tennessee )  
 ) SS  
COUNTY OF Shelby )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 16 day of August, 20 02, within my jurisdiction, the within named **Donald R. Tarver, A Single Person**, who acknowledged that he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Renee M. Watson  
NOTARY PUBLIC

My Commission Expires:  
11-9-05



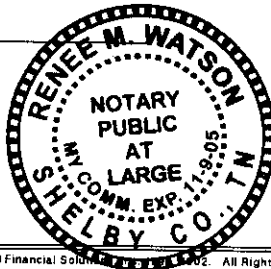
LENDER ACKNOWLEDGMENT

STATE OF Tennessee )  
 ) SS  
COUNTY OF Shelby )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 16 day of August, 20 02, within my jurisdiction, the within named Debra Lillian Kenney a vice-president corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

Renee M. Watson  
NOTARY PUBLIC

My Commission Expires:  
11-9-05



**LOT 2, Martin Acres Subdivision, situated in Section 12, Township 2 South, Range 6 West, DeSoto County, Mississippi**, as shown on plat of record in **Plat Book 70, Page 1**, in the Chancery Clerk's Office of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to **DONALD R. TARVER**, by Deed of record in **BOOK 0367, PAGE 0108** in said Chancery Clerk's Office.

Property Address: 11750 HIGHWAY 178, OLIVE BRANCH, MS 38654